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Burnet R. Maybank, III
Member
Admitted in SC

March 6, 2007

2005-77-C

The Honorable Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, SC 29210

COPY
Posted: D. Duke
Dept: SA OTS
Date: 3-6-07
Time: _____

Re: Windstream – Time Warner Interconnection Agreement

Dear Charlie:

You will please find attached for filing via regular and e-mail an amendment signature page and the collocation attachments being added to the Time Warner Interconnection Agreement in South Carolina.

Yours very truly,

Burnie

Burnet R. Maybank, III

BRM/caa
Enclosures

Charleston
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Columbia
Greensboro
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Hilton Head
Myrtle Beach

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AMENDMENT TO INTERCONNECTION AGREEMENT

THIS AMENDMENT TO INTERCONNECTION AGREEMENT (the "Amendment") is made, entered into, and effective this 30th day of January, 2007, by and between Time Warner Telecom of South Carolina LLC (TWTC), a Delaware limited liability company, and Windstream South Carolina, Inc., f/k/a Alltel South Carolina, Inc. (Windstream), a South Carolina corporation (collectively, the "Parties").

RECITALS:

WHEREAS, the Parties desire to amend their existing interconnection agreement that was approved by the Public Service Commission of the South Carolina (the "Commission") on April 12, 2005 (the "Agreement");

NOW, THEREFORE, in consideration of the provisions set forth below, it is agreed between the Parties that the Agreement shall be amended as follows.

AMENDMENTS TO AGREEMENT:

1. All references to "Alltel South Carolina, Inc." throughout the agreement are changed to "Windstream South Carolina, Inc." All references to "Alltel" throughout the agreement are changed to "Windstream."
2. The attached "Attachment 7: Physical Collocation" and "Attachment 8: Virtual Collocation" are incorporated into the agreement in their entirety.
3. Table of Contents is revised to include "Attachment 7: Physical Collocation" and "Attachment 8: Virtual Collocation" and all sections under each such attachment.
4. Section 58.1.2 is revised to include in the list of incorporated attachments "Attachment 7: Physical Collocation" and "Attachment 8: Virtual Collocation"

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the effective date.

Time Warner Telecom of South Carolina LLC Windstream South Carolina, Inc.
By: Time Warner Telecom Holdings Inc.,
its sole member

Tina Davis

By: Tina Davis

Its: Vice President Deputy General Counsel

Date: 1-16-07

William F. Kreutz

By: William F. Kreutz

Its: Vice President - Regulatory Strategy

Date: 1/30/07

ATTACHMENT 7: PHYSICAL COLLOCATION

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which WINDSTREAM will offer physical collocation to TWTC as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 TWTC shall be allowed to obtain dedicated space (the "Collocation Space") in WINDSTREAM's Wire Centers and to place equipment in such space to interconnect with WINDSTREAM's network.
 - 1.2.1 TWTC shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
 - 1.2.2 The Collocation Space provided pursuant to this Attachment shall be limited to collocation as defined in 47 C.F.R. §51.323 of the FCC rules. Both Parties shall abide by the terms set forth in 47 C.F.R. §51.323 of the FCC rules. Any use by TWTC of the Collocation Space for any purpose that is not explicitly identified in 47 C.F.R. §51.323 of the FCC rules shall be considered a material breach of this Attachment and will allow Windstream to immediately terminate the services provided pursuant to this Attachment.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes WINDSTREAM providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 TWTC will disclose appropriate information about the equipment to be installed to allow WINDSTREAM to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 To the extent TWTC authorizes WINDSTREAM personnel to perform work or provide services on TWTC's behalf, the related charges by WINDSTREAM shall be just, reasonable, and non-discriminatory. Any collocation element requested by TWTC that is not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on an individual case basis ("ICB").
- 1.7 If TWTC chooses to physically collocate in premises which was initially prepared for virtual collocation, TWTC may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case TWTC shall coordinate the construction and rearrangement with WINDSTREAM of its equipment and circuits for which TWTC shall pay WINDSTREAM at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Physical Collocation Pricing shall apply.

- 1.8 TWTC is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from WINDSTREAM.
- 1.9 TWTC's collocated space will be separated from other CLEC's collocated space and WINDSTREAM space through cages constructed by WINDSTREAM or WINDSTREAM's contractors.
- 1.10 Once construction is complete for physical collocation and TWTC has accepted its physical collocation space, TWTC may order Cross-Connects.
- 1.11 WINDSTREAM will require "TWTC" to meet the same safety and engineering requirements that it requires of its own equipment, which shall be provided in writing to "TWTC", including any changes thereto. If, at any time, WINDSTREAM reasonably determines that the equipment or the installation does not meet such safety and or engineering requirements, it will provide a written notice of noncompliance to TWTC along with an identification of the problem and recommendations for its solution. TWTC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If TWTC fails to commence the correction of any noncompliance within thirty (30) days of written notice of non-compliance, WINDSTREAM may have the equipment removed or the condition reasonably corrected at TWTC's expense.
- 1.12 During installation if WINDSTREAM determines TWTC activities or equipment are unsafe, non-standard, do not comply with WINDSTREAM safety requirements, which have been communicated to TWTC in writing or in violation of any applicable laws or regulations, WINDSTREAM has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of WINDSTREAM's employees, interfere with the performance of WINDSTREAM's service obligations, or pose an immediate threat in WINDSTREAM's reasonable business judgement to the physical integrity of the conduit system or the cable facilities, WINDSTREAM may perform such work and/or take reasonable action as is necessary to correct the condition at TWTC's sole expense. Charges for such work shall be reasonable and documented.
- 1.13 WINDSTREAM may refuse TWTC's requests for additional space if TWTC is in material breach of this Attachment, including having any past due charges hereunder.

2.0. Types of Collocation

- 2.1 **Single Caged.** A single caged arrangement is a form of caged collocation, which allows TWTC to lease caged floor space to house their equipment within WINDSTREAM wire center(s) or access tandem(s) pursuant to this Attachment.
- 2.2 A shared collocation cage is a cage collocation space shared, and applied for, by two or more collocators, pursuant to terms and conditions agreed to by the collocators. In making shared cage arrangements available, WINDSTREAM may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. In addition, WINDSTREAM must prorate the charge for site conditioning and preparation undertaken by WINDSTREAM to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating carrier based on the percentage of the total space utilized by that carrier. WINDSTREAM will issue separate billing for the non-recurring and monthly recurring collocation charges to each CLEC. WINDSTREAM will only provide a shared collocation cage to collocators who are certificated with the South Carolina Public Service Commission as local

exchange carriers in the state of South Carolina, and that have separate active interconnection agreements, with WINDSTREAM, pursuant to Sections 251 & 252 of the Act.

- 2.3 **Cageless.** Cageless collocation is a form of collocation in which CLECs can place their equipment in WINDSTREAM wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using WINDSTREAM approved vendors, to install equipment in single bay increments in an area designated by WINDSTREAM. This space will be in a separate lineup, if available. If a separate bay lineup is not available, TWTC's bay will be segregated by at least one vacant bay from WINDSTREAM's own equipment. The equipment location will be designated by WINDSTREAM and will vary based on individual wire center or access tandem configurations. CLEC equipment will not share the same equipment bays with WINDSTREAM equipment.
- 2.4 **Adjacent.** An adjacent collocation arrangement permits a CLEC to construct or procure a structure on WINDSTREAM property for collocation for the purposes of provisioning access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in WINDSTREAM's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on WINDSTREAM property that adheres to local building code, zoning requirements, and WINDSTREAM building standards.

2.5 **Collocation Intervals**

- 2.6 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.
- 2.7 **Acknowledgment of Floor Space Availability**
- Within fifteen (15) business days of the receipt by WINDSTREAM from TWTC of a Bona Fide Request for Collocation and the associated Application Fee, WINDSTREAM will notify TWTC whether the sufficient floor space is available in the requested Wire Center to accommodate TWTC's request and provide floor plans necessary for use by a WINDSTREAM approved contractor. If WINDSTREAM contends that space is not available, WINDSTREAM will allow TWTC to tour the premises in question, upon TWTC's request, within ten (10) days of TWTC's receipt of notification of WINDSTREAM's denial of space.
- 2.8 **Buildout Quote Preparation.**
- Within thirty-five (35) business days of the receipt by WINDSTREAM from TWTC of a Bona Fide Request for Collocation and the associated Application Fee, WINDSTREAM will provide TWTC with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.
- 2.9 **Quote Acceptance**
- Within thirty (30) business days of the receipt by TWTC of the WINDSTREAM quotation, TWTC will accept or reject the WINDSTREAM proposed quotation. Acceptance shall require payment to WINDSTREAM of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.10 Completion of Cage Construction

Within seventy (70) business days of the acceptance of the quotation by TWTC, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to TWTC for installation of its collocated equipment.

2.11 Delays in WINDSTREAM's receipt of equipment or material required for physical collocation that are beyond WINDSTREAM's control shall not leave WINDSTREAM liable for any claims of delay by TWTC.

2.12 WINDSTREAM shall notify TWTC that the Collocation Space is ready for occupancy. TWTC's operational telecommunications equipment must be placed and connected with WINDSTREAM's network within sixty (60) business days of such notice. If TWTC fails to place operational telecommunications equipment in the Collocation Space within sixty (60) business days and such failure continues for a period of twenty (20) business days after receipt of written notice from WINDSTREAM, then and in that event TWTC's right to occupy the Collocation Space terminates and WINDSTREAM shall have no further obligations to TWTC with respect to said Collocation Space. Termination of TWTC's rights to the Collocation Space pursuant to this Section shall not operate to release TWTC from its obligations to reimburse WINDSTREAM for all cost reasonably incurred by WINDSTREAM in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, TWTC's telecommunications equipment will be deemed operational when cross-connected to WINDSTREAM's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

3.1 TWTC may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to WINDSTREAM.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 TWTC shall surrender all keys, access cards and WINDSTREAM provided photo identification cards to the Collocation Space and the building to WINDSTREAM, and shall make known to WINDSTREAM the combination of all combination locks remaining on the Collocation Space.

3.2.2 TWTC, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that TWTC shall continue payment of monthly fees to WINDSTREAM until such date as TWTC has fully vacated the Collocation Space.

3.2.2.1 If TWTC fails to vacate the Collocation Space within thirty (30) days from the termination date, WINDSTREAM reserves the right to remove TWTC's equipment and other property of TWTC, with no liability for damage or injury to TWTC's property unless caused by the negligence or intentional misconduct of WINDSTREAM. All reasonable and actual expenses shall be borne by TWTC.

3.2.3 TWTC shall return to WINDSTREAM the Collocation Space and all equipment and fixtures of WINDSTREAM in as good a condition and state of repair as when TWTC originally took possession, normal wear and tear or damage by fire or other casualty excepted. TWTC shall be responsible to WINDSTREAM for the reasonable and actual cost of any repairs that shall be made necessary by the acts or omissions of TWTC or of its agents, employees, contractors, or business invitees. WINDSTREAM reserves the

right to oversee TWTC's withdrawal from the Collocation Space, and TWTC agrees to comply with all directives of WINDSTREAM regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, WINDSTREAM's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that TWTC shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put TWTC to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition, normal wear and tear or damage by fire or other casualty excepted.

- 3.2.4 Prior to any termination or within thirty (30) days thereafter, TWTC shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by TWTC, failing which WINDSTREAM may remove the same, and TWTC shall, upon written demand, pay to WINDSTREAM the reasonable and actual cost of such removal and of any necessary restoration of the Collocation Space to its original condition, normal wear and tear or damage by fire or other casualty excepted, with no liability for damage or injury to TWTC's property unless caused by the negligence or intentional misconduct of WINDSTREAM. No cable shall be removed from inner duct or outside cable duct except as directed by WINDSTREAM.
 - 3.2.5 All fixtures, installations, and personal property belonging to TWTC not removed from the Collocation Space upon termination of a Collocation Space license and not required by WINDSTREAM to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by TWTC and title thereto shall pass to WINDSTREAM under this Attachment as if by bill of sale.
 - 3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, TWTC shall indemnify WINDSTREAM against loss or liability resulting from delay by TWTC in so surrendering the Collocation Space, including, without limitation, any claims for direct loss or liability made by any succeeding tenant founded on such delay.
- 3.3 In the event of TWTC's default, WINDSTREAM also shall have the right to enter and repossess the Collocation Space, expel TWTC, remove TWTC property, in accordance with all applicable laws and thereupon this Attachment shall terminate, without prejudice to any other remedies WINDSTREAM might have and with no further liability hereunder, except to the extent of WINDSTREAM's negligent or willful acts or omissions in performing such removal. WINDSTREAM may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by TWTC at any time thereafter..

4.0 Collocation Space

- 4.1 If WINDSTREAM determines, in its reasonable business judgment, that it is necessary for TWTC's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another WINDSTREAM Wire Center, TWTC is required to do so. TWTC shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of WINDSTREAM, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or Building uneconomical in WINDSTREAM's sole judgment. Otherwise WINDSTREAM shall be responsible for any such preparation and costs.

- 4.2 If TWTC requests the Collocation Space to be moved within the Building or to another WINDSTREAM Wire Center, WINDSTREAM shall permit TWTC to relocate the Collocation Space, subject to the availability of space and associated requirements. TWTC shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.
- 4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."
- 4.4 WINDSTREAM agrees, at TWTC's sole cost and expense as set forth herein, to prepare the Collocation Space in accordance with working drawings and specifications. The preparation shall be arranged by WINDSTREAM in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After TWTC has made the initial payments required and the state regulatory approval is obtained for this attachment, WINDSTREAM agrees to pursue diligently the preparation of the Collocation Space for use by TWTC.

5.0 Entrance Facilities and Demarcation Point

- 5.1 TWTC will place its own entrance facilities for connection to the collocated equipment. WINDSTREAM will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. TWTC will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. TWTC will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to TWTC's equipment in the Collocation Space. TWTC must contact WINDSTREAM for instructions prior to placing the entrance facility cable in the manhole. TWTC is responsible for maintenance of the entrance facilities.
- 5.2 WINDSTREAM shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between TWTC's network and WINDSTREAM's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between WINDSTREAM and TWTC will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, TWTC shall only use the Collocation Space for purposes of locating equipment and facilities within WINDSTREAM's central offices to connect with WINDSTREAM services only. Nothing herein shall be deemed to prevent TWTC from using all the features, functions, and capabilities of its equipment collocated pursuant to the Attachment. Consistent with the nature of the Building and the environment of the Collocation Space, TWTC shall not use the Collocation Space for office, retail, or sales purposes. TWTC shall place no signs or markings of any kind (except for a plaque or other identification affixed to TWTC's equipment and reasonably necessary to identify TWTC's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 TWTC is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by TWTC in the Collocation Space.
- 6.3 From time to time WINDSTREAM may require access to the Collocation Space. WINDSTREAM retains the right to access such space for the purpose of making equipment and building

modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). WINDSTREAM will give reasonable notice to TWTC when access to the Collocation Space is required. TWTC may elect to be present whenever WINDSTREAM performs work in the Collocation Space. The Parties agree that TWTC will not bear any of the expense associated with this work.

6.4 TWTC Access to TWTC's Collocation Space

TWTC shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. All employees, agents and contractors of TWTC having access to the Collocation Space shall comply with WINDSTREAM's written policies and practices pertaining to fire, safety and security provided to TWTC no less than thirty (30) days prior to implementation, and each such employee, agent or contractor shall display an identification badge issued by WINDSTREAM which contains a current photo, the individual's name and company name/logo. TWTC agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, TWTC shall surrender the Collocation Space to WINDSTREAM in the same condition as when first occupied by TWTC except for ordinary wear and tear.

6.5 TWTC must submit an application listing all of TWTC's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. TWTC warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by WINDSTREAM, would be a material breach of this Attachment. TWTC shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of WINDSTREAM.

6.6 In the event that subsequent to the execution of this Attachment TWTC desires to place in the Collocation Space any equipment or facilities not set forth on the application, TWTC shall furnish to WINDSTREAM a written list and description of the equipment or facilities. WINDSTREAM may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.

6.7 The foregoing imposes no obligation upon WINDSTREAM to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

6.8 TWTC shall indicate its intent to proceed with equipment installation in a WINDSTREAM Central Office by submitting a Bona Fide Firm Order; Exhibit B attached hereto, to WINDSTREAM. A Bona Fide Firm Order requires TWTC to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Bona Fide Firm Order must be received by WINDSTREAM no later than thirty (30) days after WINDSTREAM's response to TWTC's Application/Inquiry. Space preparation for the Collocation Space will not begin until WINDSTREAM receives the Bona Fide Firm Order and all applicable fees.

6.9 TWTC shall bare all documented and actual costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support mechanisms provided by WINDSTREAM may include, but not be limited to

heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. WINDSTREAM will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise TWTC of delays. TWTC agrees WINDSTREAM shall not be liable to TWTC for delays in providing possession of the Collocation Space.

- 6.10 Pursuant to the terms contained in this Attachment, WINDSTREAM shall construct an equipment arrangement enclosure (caged collocation) in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.
- 6.11 Cageless collocation will be one standard rack or one standard bay minimum.
- 6.12 TWTC equipment or operating practices representing a significant demonstrable technical threat to WINDSTREAM's network or facilities, including the building, is strictly prohibited.
- 6.13 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of WINDSTREAM or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.14 WINDSTREAM will permit interconnection between two collocated local service providers at the rates specified in § 14.9 Direct Connection. WINDSTREAM will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation space to the collocation space of another local service provider. If the local service providers are not located on the same floor, WINDSTREAM will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. WINDSTREAM will not make the physical connection within the local service provider's collocation space. WINDSTREAM will not accept any liability for the cable or the connections and WINDSTREAM will not maintain any records concerning these connections.
- 6.15 Subject to this Attachment, TWTC may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by TWTC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by TWTC at any time. TWTC shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense, to bring such space back to its original condition, reasonable wear and tear excepted.
- 6.16 In no case shall TWTC or any person purporting to be acting through or on behalf of TWTC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of WINDSTREAM. WINDSTREAM shall consider a modification, improvement, addition, repair, or other alteration requested by TWTC, provided that WINDSTREAM shall have the right to reject or modify any such request. TWTC shall pay the documented and actual cost of any such construction in accordance with WINDSTREAM's then-standard custom work order process.

7.0 Standards

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Telecordia [formerly known as Bellcore] Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of TWTC as of the Effective Date of this Attachment and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of TWTC concurrence. TWTC shall strictly observe and abide by each.
- 7.2 TWTC warrants and represents compliance with the Telecordia [formerly known as Bellcore] Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. TWTC also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.
- 7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 Responsibilities of the Parties

- 8.1 Each Party is responsible for providing to the other Party's personnel a contact number for TWTC technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. NOTE: TWTC National Contact: 1-800-655-1044
WINDSTREAM National Contact: 1-800-345-4484
- 8.2 Each Party is responsible for providing trouble report status when requested by the other Party. .
- 8.3 Regeneration of either DS1 or DS3 signal levels must be provided by TWTC or WINDSTREAM under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. TWTC must provide any regeneration caused by cross-office extension.
- 8.4 TWTC or a vendor who has been approved as a WINDSTREAM certified vendor to perform all engineering and installation work must install all equipment. WINDSTREAM shall provide TWTC with a list of certified vendors upon request. TWTC or a WINDSTREAM certified vendor selected by TWTC shall be responsible for installing TWTC's equipment and components, extending power cabling to the WINDSTREAM power distribution frame, performing operational tests after installation is complete and notifying WINDSTREAM's engineers and TWTC upon successful completion of installation. If a WINDSTREAM certified vendor is used, the certified vendor shall bill TWTC directly for all work performed for TWTC pursuant to this Attachment and WINDSTREAM shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of TWTC. TWTC will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:
- 8.4.1 Entrance Facilities;

- 8.4.2 TWTC Equipment;
- 8.4.3 Required Point of Termination Cross Connects;
- 8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;
- 8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

WINDSTREAM NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 8.5 Each Party is responsible for immediate verbal notification to the other Party of significant outages or operations problems which could impact or degrade the other Party's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 8.6 Each Party is responsible for coordinating with the other Party to ensure that services are installed in accordance with the service request."
- 8.7 TWTC is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a TWTC provided facility or piece of equipment. WINDSTREAM is responsible for testing to identify and clear a trouble when the trouble has been isolated to a WINDSTREAM provided facility or piece of equipment. If charges are incurred as a result of WINDSTREAM testing, the charges will be as specified in WINDSTREAM's F.C.C. Tariff No. 1

9.0 Assignment

Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise.

10.0 Casualty Loss

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, WINDSTREAM shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, WINDSTREAM has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while TWTC was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or WINDSTREAM opts not to rebuild, then this Attachment shall (upon notice to TWTC within thirty (30) days following such occurrence) terminate as of the date of such damage.
- 10.2 Any obligation on the part of WINDSTREAM to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for TWTC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by TWTC or by WINDSTREAM to the Collocation Space at the request of

TWTC; or any fixture or other equipment installed in the Collocation Space by TWTC or by WINDSTREAM on request of TWTC.

- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in WINDSTREAM's reasonable business judgement, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, WINDSTREAM, at its option, may terminate the collocation arrangement in the affected premises by giving TWTC ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 TWTC acknowledges and understands that WINDSTREAM may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of TWTC; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation space around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging TWTC equipment and facilities. In addition to any other applicable limitation, WINDSTREAM shall have absolutely no liability, except to the extent of WINDSTREAM's gross negligence or willful misconduct, with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other. TWTC shall save and hold WINDSTREAM harmless from any and all costs, expenses, and claims associated with any such acts or omission by any other acting for, through, or as a result of TWTC.

12.0 Services, Utilities, Maintenance and Facilities

- 12.1 WINDSTREAM, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. TWTC shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable WINDSTREAM tariffs.
- 12.2 WINDSTREAM will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for TWTC equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, WINDSTREAM shall provide smoke/fire detection and any other building code requirements.
- 12.3 WINDSTREAM shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by TWTC to access the Collocation Space.
- 12.4 WINDSTREAM agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.
- 12.5 WINDSTREAM will not provide TWTC with guaranteed parking. TWTC is required to park in public parking.

- 12.6 WINDSTREAM shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for TWTC personnel and its designated agents..

13.0 Compliance with Laws

- 13.1 TWTC and all persons acting through or on behalf of TWTC shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

14.0 Rates and Charges

- 14.1 TWTC shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following.

14.2 Application Fee

TWTC shall submit to WINDSTREAM an Application fee to cover the work involved in developing a quotation for TWTC for the total costs involved in its collocation request for one (1) Wire Center. TWTC must pay the Application Fee to WINDSTREAM prior to WINDSTREAM beginning any collocation work for TWTC. The Application Fee is non-refundable.

14.3 Subsequent Application Fee

WINDSTREAM requires the submission of an Application Fee for modifications to an existing arrangement.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for TWTC if TWTC and WINDSTREAM jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, TWTC shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which WINDSTREAM releases the Collocation Space for occupancy or on the date TWTC first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to TWTC's collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the TWTC collocated space will also be provided.

15.0 Insurance

15.1 TWTC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and TWTC's insurance company's rating need not be higher than what WINDSTREAM requires of its own underwriters. As appropriate, WINDSTREAM shall be named as an additional insured and/or as a loss payee on all applicable liability policies. All policies shall carry an A.M. Best rating of A VII or higher.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars (\$10,000,000.00) combined single limit per occurrence, naming WINDSTREAM as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars (\$10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

15.2.2 Umbrella/excess liability coverage in an amount of ten million dollars (\$10,000,000.00) excess of coverage specified in § 15.2.1 proceeding.

15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

15.2.3 TWTC may elect to purchase business interruption and contingent business interruption insurance, having been advised that WINDSTREAM assume no liability for loss of profit or revenues should an interruption of service occur.

15.2.4 All risk property coverage on a full replacement cost basis insuring all of TWTC's personal property situated on or within WINDSTREAM location(s). TWTC may also elect to purchase business interruption or contingent business interruption insurance, knowing that WINDSTREAM has no liability for loss of profit or revenues should an interruption of service occur.

- 15.3 The limits set forth in § 15.2 above may be increased by WINDSTREAM from time to time during the term of the Attachment upon thirty (30) days notice to to at least such minimum limits as shall then be customary with respect to comparable occupancy of WINDSTREAM structures.
- 15.4 All policies purchased by TWTC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by WINDSTREAM.
- 15.5 All insurance must be in effect on or before the date equipment is delivered to WINDSTREAM's Central Office and shall remain in effect for the term of this Attachment or until all TWTC property has been removed from WINDSTREAM's Central Office, whichever period is longer. If TWTC fails to maintain required coverage, WINDSTREAM may pay the premiums thereon and seek reimbursement of it from TWTC.
- 15.6 TWTC releases WINDSTREAM from and waives any and all right of recovery, claim, action or cause of action against WINDSTREAM, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to TWTC or located on or in the space at the instance of TWTC by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of WINDSTREAM, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on TWTC fixtures and other personal property shall contain a waiver of subrogation against WINDSTREAM, and any rights of TWTC against WINDSTREAM for damage to TWTC fixtures or personal property are hereby waived. TWTC may also elect to purchase business interruption and contingent business interruption insurance, knowing that WINDSTREAM has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7 TWTC shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. "TWTC shall arrange for WINDSTREAM to receive thirty (30) days advance written notice from TWTC insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 15.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 WINDSTREAM's Right of Way

- 16.1 WINDSTREAM, its agents, employees, and other WINDSTREAM-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by WINDSTREAM hereunder, and for any other purpose deemed reasonable by WINDSTREAM. WINDSTREAM may access the Collocation Space for purpose of averting any threat of harm imposed by TWTC or its equipment or facilities upon the operation of WINDSTREAM equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

Exhibit A: Collocation Pricing

		Square Feet	100
		Required if	
		Caged:	
RATE ELEMENT DESCRIPTION	PHYSICAL		
	Recurring	NRC	
Initial Application Fee			
Per Initial Application	\$0.00		\$3,832.72
Subsequent Application Fee			
Per Subsequent Application	\$0.00		\$2,303.92
Space Preparation Fee			
Per Arrangement	\$0.00		\$1,895.45
Additional Engineering Fee			
ICB Per Hour	\$0.00		\$48.95
Maintenance Charge			
ICB Per Hour	\$0.00		\$44.56
Cable Installation			
Per Cable	\$0.00		\$1,954.86
Entrance Cables			
Per 2 Fibers	\$0.00		\$0.00
FDF to Collocator - Per 2 Fibers	\$0.00		\$0.00
Cable Support Structure			
Per 50 Feet of Cable	\$5.95		\$0.00
DC Power			
40 Amp Minimum	\$466.64		\$693.01
Per Amp	\$11.67		\$17.33
Per Cable Foot	\$0.19		\$0.00
Cross Connect			
Per 2-Wire Connection	\$0.33		\$91.74
Per DS1 Connection	\$4.47		\$174.11
Floor Space			
Per Square Foot	\$2.05		\$0.00
Per Cage Square Foot	\$1.25		\$0.00
POT Bay			
Per POT Bay Frame	\$15.34		\$0.00
Per 2-Wire VG Connection	\$0.27		\$0.00
Per DS1 Connection	\$1.28		\$0.00
Security (Per 1/2 hour)			
Basic Escort			\$22.99
Overtime Escort			\$34.49
Premium Escort			\$45.98
Additional Access Cards			\$10.00
Direct Connection			
Fiber Arrangement	\$0.08		
- with Initial Application			\$704.74
- subsequent to Application			\$677.34
Copper or Coaxial Arrangement	\$0.04		
- with Initial Application			\$704.74
- subsequent to Application			\$677.34

Training

Per Trainee Per Day Living Expenses	\$200.00
Air Fare/Travel Expense Per Trip	\$500.00
Training Materials/Fees	\$100.00
Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof	
Basic Time Per Half Hour	\$22.99
Overtime Per Half Hour	\$34.48
Premium Time Per Half Hour	\$45.98

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Exhibit B
Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

ATTACHMENT 8: VIRTUAL COLLOCATION

1.0 Service Description

- 1.1 This Attachment sets forth terms and conditions that provide TWTC the capability to collocate customer provided transmission, concentration and multiplexing equipment at a WINDSTREAM wire center or other designated WINDSTREAM premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. TWTC may terminate basic fiber optic transmission facilities at WINDSTREAM's premises for connection to their designated equipment or may lease facilities from WINDSTREAM. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of TWTC's network to WINDSTREAM's network at specific locations established in accordance with the terms of this Attachment (WINDSTREAM Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.
- 1.2 WINDSTREAM Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by WINDSTREAM ("Locations"). TWTC will install fiber optic cable up to a WINDSTREAM designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. TWTC will provide WINDSTREAM sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). WINDSTREAM will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and TWTC so desires, multiple entry points will be provided to TWTC.
- 1.2.1 The Collocation Space provided pursuant to this Attachment shall be limited to collocation as defined in 47 C.F.R §51.323 of the FCC rules. Both Parties shall abide by the terms set forth in 47 C.F.R §51.323 of the FCC rules. Any use by TWTC of the Collocation Space for any purpose that is not explicitly identified in 47 C.F.R. §51.323 of the FCC rules shall be considered a material breach of this Attachment and will allow Windstream to immediately terminate the services provided pursuant to this Attachment.
- 1.3 WINDSTREAM Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.
- 1.4 General provisions, rates and charges applicable to all WINDSTREAM Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

- 2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of WINDSTREAM Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by TWTC.

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- 2.2 Title
- 2.2.1 TWTC agrees to sell to WINDSTREAM all the equipment and support structure components required to provision and maintain/repair WINDSTREAM Virtual Collocation on an ongoing basis, for the sum of one dollar (\$1.00).
- 2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, WINDSTREAM agrees to sell to TWTC for the sum of one dollar (\$1.00), all the equipment and support structure components which were sold to WINDSTREAM pursuant to §2.2.1 above.
- 2.2.3 This Agreement does not convey to TWTC any right, title, or interest in WINDSTREAM facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of an WINDSTREAM Virtual Collocation arrangement.
- 2.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. WINDSTREAM reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. TWTC must provide a length of underground fiber optic cable in the entrance manhole specified by WINDSTREAM which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. TWTC is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on TWTC's side of the IP. Before placing the fiber optic facility in the manhole, TWTC will contact WINDSTREAM for instructions. TWTC agrees to comply with the WINDSTREAM's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by WINDSTREAM.
- 2.4 WINDSTREAM will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which WINDSTREAM will install.
- 2.5 TWTC must provide the fiber transmission equipment that WINDSTREAM will purchase and use pursuant to paragraph 2.1 preceding to provision the WINDSTREAM Virtual Collocation Service. TWTC provided equipment must comply with the Telecordia [formerly known as Bellcore] Bellcore Network Equipment Building System (NEBS) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
- 2.6 TWTC is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. TWTC must also specify all software options for the transmission equipment and associated plug-ins. In addition, TWTC shall provide the following:
- 2.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- 2.6.2 All unique tools and test equipment.
- 2.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- 2.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.

- 2.6.5 Fuse panel(s) with sufficient capacity for all WINDSTREAM Virtual Collocation transmission equipment.
- 2.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).
- 2.7 Any equipment provided under §2.5 preceding shall be provided to WINDSTREAM in accordance with §2.1 preceding.
- 2.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of TWTC. TWTC will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §8.0 following.
- 2.9 If TWTC desires WINDSTREAM to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable WINDSTREAM service tariff provisions.
- 2.10 WINDSTREAM will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.
- 2.11 WINDSTREAM will work cooperatively with TWTC to facilitate joint testing and maintenance/repair related activities.
- 2.12 TWTC will be responsible for notifying WINDSTREAM of significant outages of any portion of its network, which could impact or degrade WINDSTREAM switches and services. TWTC will also provide, if possible, an estimated time for restoral.
- 2.13 Troubles reported to or observed by TWTC should be tested and isolated by TWTC prior to reporting the trouble to WINDSTREAM.
- 2.14 WINDSTREAM or a WINDSTREAM-authorized vendor must perform all installation work performed on behalf of TWTC. Authorization procedures may be obtained from WINDSTREAM upon request.
- 2.15 WINDSTREAM will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to TWTC's designated equipment in the same standards and parameters required for WINDSTREAM equipment. TWTC will provide WINDSTREAM with specifications for any non-standard or special requirements at the time of application. WINDSTREAM reserves the right to assess TWTC any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 Limitations on Provision of Service

- 3.1 The following provisions address WINDSTREAM Virtual Collocation Service interconnections to the WINDSTREAM network and service prohibitions for WINDSTREAM Virtual Collocation Service:
 - 3.1.1 TWTC will not have access to the WINDSTREAM buildings, except as provided in §3.1.2 following.

- 3.1.2 A WINDSTREAM security escort will accompany TWTC from the interconnection point outside of the WINDSTREAM Virtual Collocation location. The security escort will be provided at TWTC's expense in accordance with charges described in §13.0 following.
- 3.1.3 TWTC will not interconnect at less than DS1/DS3 level high capacity services within the Premises.
- 3.2 WINDSTREAM is not responsible for the design, engineering, or performance of TWTCs designated termination equipment and TWTC provided facilities for Virtual Collocation Service.
- 3.3 WINDSTREAM is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a customer request.

4.0 Ordering Services

- 4.1 TWTC shall complete and provide to WINDSTREAM a written application requesting a WINDSTREAM Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested WINDSTREAM Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.
- 4.2 WINDSTREAM will process applications for WINDSTREAM Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.
- 4.3 WINDSTREAM will accept letters of agency in conjunction with an application for WINDSTREAM Virtual Collocation.
- 4.4 Upon receipt of the application fee, WINDSTREAM will conduct the following design and planning activities:
 - 4.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - 4.4.2 Determination of requirements of the requested WINDSTREAM Virtual Collocation design.
 - 4.4.3 Administrative activities required to process the application.
- 4.5 Once WINDSTREAM has completed the design and planning activities, TWTC will be informed of the floor space and power requirements. Within thirty (30) days WINDSTREAM will provide to TWTC a list of vendors certified to perform equipment installations.
- 4.6 TWTC shall have thirty (30) days from receipt of the information to place a firm order.
- 4.7 WINDSTREAM's engineering and other labor time associated with establishing and maintaining WINDSTREAM Virtual Collocation Service will be billed under the provisions of §10.0 following.

- 4.8 TWTC agrees to meet with WINDSTREAM on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. TWTC is responsible for ordering electronics. WINDSTREAM is responsible to provide installation within a thirty (30) day interval once WINDSTREAM has taken receipt of the electronics.

5.0 Service Activation

- 5.1 WINDSTREAM will notify TWTC in writing upon completion of the installation work and prior to activating the WINDSTREAM Virtual Collocation arrangement.
- 5.2 WINDSTREAM will provide TWTC with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., WINDSTREAM Virtual Collocation location, bay location, shelf, etc., at the time of installation.
- 5.3 WINDSTREAM will utilize existing test equipment, or TWTC unique test equipment, for acceptance and repair in cooperation with TWTC.

6.0 Training

- 6.1 If TWTC selects terminating transmission equipment hardware and/or software which is not currently in use in the WINDSTREAM location where WINDSTREAM Virtual Collocation will be provided, TWTC will be responsible for payment of the charges as set forth in Appendix A following, for any necessary training for WINDSTREAM personnel needed to repair said equipment. Additionally, TWTC will be responsible for payment of any applicable tuition fees associated with said training.
- 6.2 In the event that TWTC does not provide the necessary training to enable WINDSTREAM personnel to repair said equipment, WINDSTREAM may call a certified vendor to make repairs of said equipment. TWTC will reimburse WINDSTREAM for any documented and actual charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 Inspections

- 7.1 TWTC shall call to schedule a time to enter the WINDSTREAM Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. A WINDSTREAM security escort will accompany TWTC during said inspections at the expense of TWTC. Security escort rates are as set forth in Exhibit A following.

8.0 Maintenance

- 8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of TWTC. In an emergency, WINDSTREAM will use reasonable efforts to notify TWTC, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, TWTC must provide WINDSTREAM with the associated circuit identifications and specific location of the WINDSTREAM Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, TWTC will be billed to TWTC on a time and material basis. No charges will be assessed to TWTC for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of WINDSTREAM or from

incidental damage resulting from WINDSTREAM activities. TWTC is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.

- 8.2 All maintenance/repair on WINDSTREAM Virtual Collocation terminating transmission equipment will be performed by WINDSTREAM.

9.0 Insurance and Liability Requirements

- 9.1 Risk of loss with respect to the collocation equipment shall remain with TWTC throughout the term of this Agreement, and TWTC shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate TWTC in the event of loss or damage to the equipment. TWTC shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 Rate Elements

- 10.1 WINDSTREAM Virtual Collocation Service rates and charges are described below. Rates and charges for each element are specified in Appendix A attached hereto and pursuant to the following.
- 10.2 An Application Fee in the amount specified in Appendix A following must be submitted with TWTC's application for WINDSTREAM Virtual Collocation Service. The first-come, first-served policy of processing applications for WINDSTREAM Virtual Collocation arrangements will be determined based upon the order of receipt of applications for WINDSTREAM Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested WINDSTREAM Virtual Collocation design. An Application Fee is required with each WINDSTREAM Virtual Collocation arrangement application submitted per location. If more than one WINDSTREAM Virtual Collocation arrangement is ordered at the same location on the initial WINDSTREAM Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.
- 10.3 The Cable Installation Charge applies for each WINDSTREAM Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the WINDSTREAM Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to WINDSTREAM commencing work on the WINDSTREAM Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent WINDSTREAM Virtual Collocation arrangement orders within the same location for TWTC if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent WINDSTREAM Virtual Collocation Service.
- 10.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.
- 10.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to TWTC's designated equipment for virtual collocation. The DC power charge applies on a per 40 amp increment.

- 10.6 The maintenance charge is a monthly recurring charge associated with maintenance of the customer designated termination equipment. The charge is applicable per base module.
- 10.7 The engineering/installation charge is associated with work performed by WINDSTREAM to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.
- 10.8 A security escort is provided to TWTC whenever TWTC, or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a WINDSTREAM employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.
- 10.9 When the leased equipment (hardware and/or software) is identical to that already in use in the WINDSTREAM location no training charges are applicable. When TWTC equipment (hardware and/or software) is not identical to that already in use in the WINDSTREAM location, charges as set forth in Appendix A are applicable.

Exhibit A: Collocation Pricing

Square Feet 100 Required if Caged:		
RATE ELEMENT DESCRIPTION	VIRTUAL	
	Recurring	NRC
Initial Application Fee		
Per Initial Application	\$0.00	\$3,832.72
Subsequent Application Fee		
Per Subsequent Application	\$0.00	\$2,303.92
Space Preparation Fee		
Per Arrangement	\$0.00	\$1,895.45
Additional Engineering Fee		
ICB Per Hour	\$0.00	\$48.95
Maintenance Charge		
ICB Per Hour	\$0.00	\$44.56
Cable Installation		
Per Cable	\$0.00	\$1,954.86
Entrance Cables		
Per 2 Fibers	\$3.10	\$0.00
FDF to Collocator - Per 2 Fibers	\$5.21	\$0.00
Cable Support Structure		
Per 50 Feet of Cable	\$5.95	\$0.00
DC Power		
40 Amp Minimum	\$466.64	\$693.01
Per Amp	\$11.67	\$17.33
Per Cable Foot	\$0.19	\$0.00
Cross Connect		
Per 2-Wire Connection	\$0.33	\$91.74
Per DS1 Connection	\$4.47	\$174.11
Floor Space		
Per Square Foot		
Per Cage Square Foot		
POT Bay		
Per POT Bay Frame	\$15.34	\$0.00
Per 2-Wire VG Connection	\$0.27	\$0.00
Per DS1 Connection	\$1.28	\$0.00
Security (Per 1/2 hour)		
Basic Escort		\$22.99
Overtime Escort		\$34.49
Premium Escort		\$45.98
Additional Access Cards		\$10.00
Direct Connection		
Fiber Arrangement	\$0.00	
- with Initial Application		\$0.00
- subsequent to Application		\$0.00
Copper or Coaxial Arrangement	\$0.00	
- with Initial Application		\$0.00
- subsequent to Application		\$0.00

Training

Per Trainee Per Day Living Expenses	\$200.00
Air Fare/Travel Expense Per Trip	\$500.00
Training Materials/Fees	\$100.00
Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof	
Basic Time Per Half Hour	\$22.99
Overtime Per Half Hour	\$34.48
Premium Time Per Half Hour	\$45.98
